

VCCP GROUP COMPANIES – UK TERMS AND CONDITIONS OF PURCHASE

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following defined terms shall have the following meaning:

"Agreement": the binding contract, created by the Supplier's acceptance of the Order in accordance with Clause 2 below, comprising these written terms and conditions and the Order;

"Charges": the charges payable by Company for the Goods or Services as set out in the Order and in accordance with clause 4;

"Company": the VCCP Group Company listed on the face of the Order whose registered office is Greencoat House, Francis Street, London, SW1P 1DH;

"Customer Materials": all materials, equipment and tools, drawings, specifications and data supplied by Company to the Supplier;

"Data Protection Legislation": UK Data Protection Legislation and any other European Union legislation and all other applicable laws and regulations in force from time to time relating to the processing of personal data (including without limitation, the privacy of electronic communications, including where applicable, any guidance notes and codes of practice issued by the UK Information Commissioner, the European Commission and any other applicable national Regulators; and/or any similar or equivalent laws, regulations or rules outside the UK Data Protection Legislation or European Union legislation relating to information or data about individuals and applicable to a party;

"Deliverables": all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts);

"GDPR": means the Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data

"Goods": the goods (if any) to be provided by the Supplier pursuant to the Order, including without limitation any Deliverables of the Services;

"Intellectual Property Rights": all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

"Order": the purchase order on the reverse of these conditions;

"Services": the services (if any), including without limitation any Deliverables to be provided by the Supplier pursuant to the Order;

"Supplier": the person (including a corporate or unincorporated body) from whom Company purchases Goods or Services and who is named on the Order;

"UK Data Protection Legislation": all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;

"UK GDPR": the GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act of 2018;

"VCCP Group Company": any company which either owns more than 50% (fifty percent) of the issued share capital of VCCP Group LLP or in which either VCCP Group LLP or any subsidiary of it owns more than 50% (fifty percent) of the issued ordinary share capital.

2. AGREEMENT

2.1 Company's Order constitutes an offer by Company to purchase the Goods or Services specified on the Order from the Supplier. The Order shall be deemed to be accepted on the earlier of:

(i) the Supplier issuing written acceptance of the Order; or

(ii) any act by the Supplier consistent with fulfilling the Order at which point and on which date the Agreement shall come into existence (the "Commencement Date").

2.2 By accepting Company's Order for Goods or Services, the Supplier shall be deemed to have accepted the terms and conditions of this Agreement, which shall govern the purchase of all Goods or Services to the exclusion of any other terms and conditions that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. SUPPLY OF GOODS AND SERVICES

3.1 The Supplier shall from the Commencement Date and for the duration of this Agreement provide all Goods or Services to Company in accordance with the terms and conditions of this Agreement.

3.2 The Supplier shall apply such time, attention, resources, trained personnel and skill as may be necessary or appropriate for the supply of all Goods or Services ordered.

3.3 Company may require any variations or additions to the Order, subject to the parties agreeing an appropriate adjustment to the Charges.

3.4 The Supplier shall deliver all Goods to Company, at the Supplier's risk and cost, by any date specified by Company, to the address nominated by Company. Risk and title in all Goods shall pass to Company upon delivery. Risk shall revert to the Supplier if Company rejects the Goods for failure to conform to the warranty contained in Clause 6.1.4.

3.5 Time shall be of the essence with respect to the delivery of Goods and the supply of Services.

4. CHARGES AND PAYMENT

4.1 The Charges for the Goods or Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the supply of Goods or Services. Unless otherwise agreed in writing by Company, the Charges shall include all costs and expenses of the Supplier directly or indirectly incurred in connection with the supply of Goods or Services.

4.2 The Supplier may invoice Company for the Charges in the amount(s) and on the date(s) set out in the Order. Unless otherwise agreed in writing, the Supplier's invoices shall be payable 60 days from the end of the month in which the invoice is raised.

4.3 All invoices rendered by the Supplier shall be in duplicate and shall quote the order number and job number specified on the Order. Failure to do this may result in delayed payment or the return of the invoice.

4.4 If the Supplier has provided Company with an estimate of the Charges and later has reason to believe that the actual Charges will or may exceed the estimate, the Supplier shall immediately advise Company, and Company shall not be obliged to pay the Supplier any excess above the estimate unless Company has given its prior written consent.

4.5 Where the Charges for Services are payable on a daily, hourly or other time-spent basis, all invoices shall be accompanied by adequate records and supporting documentation in relation to the time spent by the Supplier's personnel in performing the Services.

4.6 All sums referred to in this Agreement are exclusive of VAT but include the costs of packaging, insurance and carriage of the Goods.

4.7 Company shall not be liable to Supplier or any successor in interest for any interest or late payment charges to the extent that late payment results from a bona fide query or dispute relating to the relevant invoice.

4.8 To the extent that any undisputed invoice remains unpaid more than 60 days after the agreed invoice date, and provided always that the Supplier has provided not less than 30 days written notice to Company of such delay in payment, Supplier shall be entitled to charge interest on over due amounts at the rate of 2% over the Bank of England base rate from the date that is 60 days after the invoice was payable.

4.9 The Supplier shall not be entitled to assert any credit, set-off or counterclaim against Company in order to justify withholding payment of any amount in whole or in part. Company may, without limiting its other rights or remedies, set off any amount owing to it by the Supplier against any amount payable by Company to the Supplier.

5. CONFIDENTIALITY

5.1 All technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature provided to the Supplier by Company in relation to this Agreement or incidental to it and any other confidential information concerning Company's business, products or services which the Supplier may obtain shall be maintained in strict confidence and shall not be used by the Supplier directly or indirectly in whole or in part other than as necessary for the performance of its obligations under this Agreement; nor shall the Supplier disclose such confidential information or materials to any third party without the prior consent of Company. In the event that disclosure of confidential information is required by statute or legal obligation imposed on the Supplier, the Supplier may disclose the information or materials required but shall first advise Company that such a disclosure is necessary. This clause shall not apply in the event that such information or materials fall into the public domain through no fault of the Supplier.

5.2 To secure the confidentiality of Company's information and materials, the Supplier shall:

(i) keep separate such information from other records and documents of the Supplier and shall not use, reproduce, store or communicate such information in an externally accessible computer or data retrieval system; and

(ii) allow access to such information exclusively to employees of the Supplier who have reasonable need to see it for the purposes of this Agreement; in doing so the Supplier shall communicate the confidential nature of the information and take steps as may be reasonably necessary to maintain it.

5.3 The Supplier shall on termination of the Agreement or any request of Company, surrender to Company at the Supplier's own expense all documents and materials relating to such confidential information in its possession or in the possession of its employees, agents and sub-contractors or certify destruction of the same.

6. WARRANTIES

6.1 The Supplier warrants that:

6.1.1 the personnel who perform the Services are and shall be competent and suitable in every respect, whether as to qualifications, skill, experience or otherwise, and in sufficient number to ensure that the Supplier's obligations are fulfilled under this Agreement;

6.1.2 the Services will be carried out in a competent and professional manner and with reasonable skill and care, strictly in accordance with best practice in the Supplier's industry, profession or trade and in accordance with the terms of this Agreement and all specifications and requirements of Company. If the Supplier's performance of the Services is inadequate, then without prejudice to Company's other remedies hereunder, the Supplier shall (if Company requests) perform the Services again at no extra charge;

6.1.3 it shall obtain and at all times maintain all necessary licences and consents and comply with all applicable laws, regulations and codes of practice from time to time in force (including without limitation all Data Protection Legislation, the Ofcom Broadcasting Code, the CAP Code and the BCAP Codes);

6.1.4 unless authorised it shall comply with the guidelines set out by the International Labour Organisation, VCCP Group's Responsible Business Code and Responsible Sourcing Policy and all other policies of VCCP Group as may be made available from time to time;

6.1.5 it shall comply with the Bribery Act 2010 and all other equivalent and applicable bribery and anti-corruption laws, not do any act or omission which would place Company in breach of such laws and ensure that it has in place adequate procedures to prevent any breach of its relevant applicable obligations.

6.1.7 the Goods will be of the best available design and shall be free from defects in material and workmanship, shall be of satisfactory quality, fit for the purpose expressly or impliedly made known to the Supplier, and shall comply with all specifications and requirements supplied or communicated by Company to the Supplier. If any Goods fail to comply with this warranty, Company shall notify the Supplier in writing and the Supplier shall (without prejudice to Company's other rights and remedies) collect the defective Goods at a time and place convenient to Company and shall promptly (i) repair or replace the Goods or, at Company's option, (ii) refund to Company the full Charges paid for the relevant Goods.

6.1.8 it shall not make any statement, orally or in writing, publicly or privately, or do any act or otherwise conduct itself in such a manner as will or may in the reasonable opinion of Company disparage Company, its clients, its or their businesses, products or services.

6.1.9 it shall observe all health and safety rules and regulations and any other security requirements that apply at Company's premises.

7. CUSTOMER REMEDIES

7.1 If the Supplier fails to supply the agreed total Goods or Services by the applicable dates, Company shall, without limiting its other rights or remedies, have one or more of the following rights:

7.1.1 to terminate the Agreement with immediate effect by giving written notice to the Supplier;

7.1.2 to refuse to accept any subsequent performance of the Services or delivery of the Goods which the Supplier attempts to make;

7.1.3 to recover from the Supplier any costs incurred by Company in obtaining substitute services or goods from a third party;

7.1.4 where Company has paid in advance for Services or Goods that have not been provided by the Supplier, to have such sums refunded by the Supplier; or

7.1.5 to claim damages for any additional costs, loss or expenses incurred by Company which are in any way attributable to the Supplier's failure to meet such dates.

7.2 These conditions shall extend to any substituted or remedial services or goods provided by the Supplier.

7.3 Company's rights under this Agreement are in addition to its rights and remedies implied by statute and common law.

8. LIABILITY

8.1 Company shall not be liable to the Supplier under this Agreement for any indirect, special or consequential loss or damage whatsoever, howsoever arising out of or in connection with the performance of its obligations under this agreement

8.2 The maximum liability of Company under this Agreement is restricted to the amount of Charges as set out in the Order.

9. INDEMNITY AND INSURANCE

9.1 The Supplier shall be liable for and shall indemnify Company and keep Company indemnified against any and all claims, actions, liabilities, losses, damages or expenses (including legal expenses, actual or anticipated loss of income or profits, special, indirect and consequential loss or damage of any kind) incurred by Company which arise out of or in connection with, directly or indirectly, the Supplier's performance under this Agreement, including without limitation any losses, damages or expenses arising out of or in connection with:

9.1.1 defective workmanship, quality or materials in respect of any of the Goods and/ or Services;

9.1.2 any claim brought for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with the receipt, use or supply of the Goods or Services;

9.1.3 any claim made against Company in respect of any liability, loss, damage, injury, cost or expense sustained by any third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; and

9.1.4 any failure by the Supplier to meet any deadlines specified on the Order or otherwise agreed in writing between the parties.

9.2 For the duration of this Agreement, the Supplier shall effect and maintain, with a reputable insurance company, insurance policies with levels of cover reasonably adequate in all the circumstances in respect of the Supplier's obligations and liabilities under this Agreement, including without limitation policies of professional indemnity, public liability and product liability. The Supplier shall provide written evidence of such insurance to Company on Company's request.

10. TERM AND TERMINATION

10.1 Without limiting its other rights or remedies Company may at any time and for any reason cancel the Order forthwith in whole or in part on written notice to the Supplier. Upon receipt of such notice, the Supplier will immediately cease all work on the cancelled part(s) of the Order and providing that the Supplier has complied with all of its obligations under this Agreement, Company shall pay to the Supplier a fair and reasonable price for all Goods delivered or Services performed up to and including the date of cancellation. Unless expressly agreed in writing by Company no auto-renew provisions shall apply to Supplier's Goods or Services.

10.2 Without limiting its other rights and remedies Company may terminate this Agreement forthwith upon written notice to the Supplier in the event of:

10.2.1 any material breach or persistent breach of this Agreement by the Supplier which breach is not remedied (if remediable) within 30 days after the service of written notice requiring the same; or

10.2.2 the Supplier becoming insolvent, entering into liquidation, whether voluntary or compulsory, passing a resolution for its winding up, having a receiver or administrator appointed over the whole or any part of its assets, making any composition or arrangement with its creditors or taking or suffering any similar action in consequence of its debt.

10.3 Upon termination of this Agreement for any reason, the Supplier shall immediately deliver to, or otherwise dispose of as directed by Company, all Deliverables whether or not complete, and return all Customer Materials. If the Supplier fails to do so, Company may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safekeeping and will not use them for any purpose not connected with this Agreement.

10.4 The accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination; and

10.5 Clauses which expressly or by implication have effect after termination, including without limitation clauses 5, 6, 7, 8, 9 and 11 shall continue in full force and effect.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 The Supplier acknowledges and agrees that all Intellectual Property Rights in the Goods, including for the avoidance of doubt the Deliverables, (and including without limitation all property in any plates, tapes, discs or other materials upon or within which the Goods or Deliverables may be stored) shall immediately upon creation or performance vest in and shall be and remain the sole and exclusive property of Company and the Supplier shall acquire no right, title or interest in or to the same and the Supplier hereby irrevocably and unconditionally assigns to Company free from all third party rights (by present assignment of future copyright) and, in the case of moral rights, waives in favour of Company, and shall procure that its officers and employees assign to and waive in favour of Company, all right, title and interest in and to the Goods.

11.2 If and to the extent that any of the Goods comprise or include any Intellectual Property Rights belonging to any third party, the Supplier shall procure that Company and any client for whom the relevant Goods or Services, were purchased shall be licensed to use for any purpose, implement, duplicate by any means, represent, display, translate, adapt and distribute to any person all or part of such third party Intellectual Property Rights.

11.3 The Supplier agrees, at Company's request, promptly to take all such actions and execute all such documents as may in Company's opinion be necessary to enable Company to obtain, defend or enforce its rights in the Goods or to assign or license such rights to the client for whom the relevant Goods or Services were purchased, and shall not do or fail to do any act which would or might prejudice Company's rights under this Clause 11.

11.4 If the performance of the Services or the use of or dealing with any Goods by Company or its clients infringes or in Company's opinion is likely to be held to infringe any Intellectual Property Right belonging to a third party, the Supplier shall at Company's option: (i) procure for Company or its client the right to continue to receive the Services and use the Goods in question, free of any liability for such infringement; (ii) modify the Services or Goods in question so that they become non-infringing while otherwise complying with the requirements of this Agreement; or (iii) substitute the Services or Goods in question with suitable non-infringing replacement(s).

12. DATA PROTECTION

12.1 The Supplier shall comply with its obligations under the Data Protection Legislation.

12.2 If Company so requests, the Supplier shall enter into a longer form agreement setting out the provisions specified and/or including model clauses approved for use by the Information Commissioner, the European Commission, the European Data Protection Board, or any other supervisory authority for data protection which is competent in relation to Company and the Supplier.

13. AUDIT

13.1 The Supplier shall permit Company, its clients and their third-party representatives or a Regulator or its third party representatives access to inspect, and take copies of all records and any other information held at Supplier's premises (and/or any sub-processor in the case of any suspected breach of any Data Protection Legislation) or on Supplier's and/or sub processors' systems relating to this Agreement, for the purpose of auditing Supplier's compliance with its obligations under this clause.

13.2 Access shall be on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach by Supplier or sub-processor of any regulation. Supplier shall at its own cost give all necessary assistance to the conduct of such audits.

14. GENERAL

14.1 The Supplier may not assign, transfer, charge, sub-contract or otherwise dispose of this Agreement or any of its rights or obligations arising hereunder without the prior written consent of Company.

14.2 All notices required to be served or given hereunder shall be in writing and delivered by hand or sent by first class registered post or courier to the recipient's address as specified above or such other address as either party may notify to the other. Any notice shall be deemed to be served if delivered by hand, on delivery or if sent by registered post or courier, two working days after posting or despatch.

14.3 The failure of either party to enforce any term of or right arising pursuant to this Agreement does not constitute a waiver of such term or right and shall in no way affect that party's right later to enforce or exercise the term or right. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any right or remedy.

14.4 These terms constitute the entire agreement between the parties and supersede all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter. The terms of this Agreement apply to the exclusion of any other terms which may be provided by Supplier and the terms of this Agreement may only be varied by written consent of an authorised officer of both parties.

14.5 The invalidity or unenforceability of any term of or right arising pursuant to this Agreement shall not adversely affect the validity or enforceability of the remaining terms and rights.

14.6 This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims)
